

# **EXHIBIT 3**

# MEDIATION AGREEMENT

The parties and the mediator understand and agree as follows:

1. The parties hereby appoint Brad J. Safon of Safon Mediation, Inc. as mediator. Mediation is a process designed to assist people in the resolution of conflict and dispute. If asked, the mediator may assist the parties in putting their agreement in writing. However, he will not serve as lawyer for any party and no attorney-client relationship is created between any party and the mediator. The parties and their legal counsel retain ultimate responsibility for any written agreement resulting from the mediation. The mediator will serve with neutrality and impartiality in an effort to assist the parties in making informed and voluntary decisions. The mediator has no decision-making authority. He will do his best on behalf of all parties to support their decision-making responsibility.
2. The parties are committed to the goal of resolving their dispute and reaching an agreement in mediation. Any party may withdraw from the mediation at any time. However, once a formal settlement agreement is executed, it shall be contractually binding and may be submitted to the court, if applicable.
3. The mediation process is confidential, including pre-session and post-session conversations and exchanges of information. Any communication – written or verbal – in connection with the mediation regardless of by whom sent or received is privileged and confidential and is not subject to disclosure in any civil judicial or administrative proceeding. The only exception to this privilege is a written settlement agreement resulting from the mediation process. The mediator will not be subpoenaed to testify or produce records, documents or notes in any proceeding.
4. The mediator may have private meetings and discussions with any individual party and party's counsel before, during and after mediation sessions. All such meetings and discussions are privileged and confidential between the individual party, counsel and the mediator.

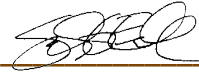


Ryan McCarthy, Tesla

**Name**

9/12/24

**Date**



Sandra Ezell, Nelson Mullins

**Name**

9/13/2024

**Date**

**Name**

**Date**

**Name**

**Date**

**Name**

**Date**

**Name**

**Date**

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Donna Leach  
Name

9/12/24  
Date

[Signature]  
Name

9/12/24  
Date

Date

SB  
Name

9/12/24  
Date

Date

Name

Date

Name

Date

Name

Date

Name

Date